

**SURPLUS REAL ESTATE**

**FOR SALE**

**On-Line Auction**

**Sale No. GSA-R-1501**

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**6,868 SQ. FT. BUILDING  
337 WEST MAIN STREET  
EL DORADO, ARKANSAS**

**AUCTION BEGINS  
JUNE 27, 2003**

Issue Date August 12, 2003. Previous versions are void.



**U.S. General Services Administration**

Public Buildings Service

Real Property Disposal Division

819 Taylor Street, Suite 11A09

Fort Worth, Texas 76102-6103

800-833-4317 or 817-978-2331

<http://propertydisposal.gsa.gov/property/>

## **Important Notice**

- Bidders should read all pages and all sections of the Invitation for Bids (IFB) before making a bid.
- GSA is not responsible for the accuracy of any IFB that was not obtained directly from the United States Government.
- Bids for Real Property Purchase will be received continuously until sold at the GSA Real Property Disposal Division office in Fort Worth, Texas.
- Bids must be made on the Bid Forms contained in this Invitation for Bids.
- All bids must include a bid deposit as described in the Instructions to Bidders.
- Credit card deposits must include the “Deposit by Credit Card” form included in this IFB.
- The following information must appear in the lower left hand corner of the bid envelope.

SALE #	GSA-R-1501
SALE DATE	On-Line Auction
SALE OFFICE	7PR

See the property on the Internet at: <http://propertydisposal.gsa.gov>

# **SALE OF GOVERNMENT REAL PROPERTY**

**SALE NO. GSA-R-1501**

## **INVITATION FOR BIDS**

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**6,868 sq. ft. Social Security Administration Building  
337 West Main Street  
El Dorado, Arkansas 71730**

Bids for the purchase of the Government owned property described in the Schedule portion of this Invitation for Bids will be received continuously by the General Services Administration for Sale Number GSA-R-1501, at the General Services Administration Real Property Disposal Division (7PR), 819 Taylor Street, Fort Worth, Texas 76102-6103. As used therein "Government" shall mean the United States of America, acting by and through the Administrator of General Services.

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### **BID REGISTRATION SHOULD BE SUBMITTED TO:**

GENERAL SERVICES ADMINISTRATION  
REAL PROPERTY DISPOSAL DIVISION – 7PR  
819 TAYLOR STREET, ROOM 11A09  
FORT WORTH, TEXAS 76102-6103

FAX 817-978-2063

The property can be viewed and inspected on Open House dates as announced on GSA's web site at **<http://propertydisposal.gsa.gov>**. For information or to make an appointment call **John A. Robinson** at **817-978-2331** or write to Real Property Disposal Division, (7PR), General Services Administration (GSA), 819 Taylor Street, Fort Worth, TX 76102. **E-Mail Address** is **[john.robinson@gsa.gov](mailto:john.robinson@gsa.gov)**

This Invitation for Bids is issued subject to, and bids submitted pursuant to this Invitation for Bids must be in compliance with and subject to, the provisions of this Invitation for Bids, including the Schedule portion thereon, and (1) the Instructions to Bidders; (2) the General Terms of Sale; (3) the Special Terms of Sale, Invitation No. GSA-R-1501; (4) Continued Occupancy Lease; and (5) the provisions of Bid Form and Acceptance, all of which are attached to this Invitation for Bids and by this reference made a part thereof.

## SCHEDULE

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### 1. Location and Description:

**6,868 sq. ft. Social Security Administration Building** located at 337 West Main Street, El Dorado, Arkansas is a 1-story structure on a .478-acre lot. The building was constructed in 1969 with a 60-foot addition built in 1978. The building is concrete block with brick veneer, aluminum framed windows, 2 HVAC zones with roof-mounted compressors.

The site of the property is .478 acre with 100-foot frontage on West Main Street and 100-foot frontage on West Cedar Street.

All public utilities are available including city water, sewer service, natural gas, electric and telephone service.

### 2. Continued Occupancy:

This Property is 100% occupied by the Social Security Administration and will require tenancy of the property for approximately 24 months after the date of sale. This sale is subject to the terms of the Continued Occupancy Lease & Option described in this Invitation for Bids.

### 3. Legal Description:

A part of that certain tract or parcel of land acquired by N.O. Bledsoe by deed recorded in Book 982, page 89, of the Deeds of Record of Union County, Arkansas; being a part of Lot 94 of the Johnsten Subdivision of the City of El Dorado, Arkansas as filed in Plat Book 2, page 8, more particularly described as follows:

Commencing at a 1 inch bolt set in the intersection of West Avenue and Hillsboro Streets in the City of El Dorado, Arkansas, said point being at the Southeast corner of Section 29, Township 17 South, Range 15 West.

And run thence North 00° 18'E along the East line of the said Section 1582.93 feet to the South line of West Main Street in the City of El Dorado, Arkansas, said point being 1.65 feet S89° 10'E of the Northeast corner of the Southwestern Bell Telephone Company Building, said building corner being the Northeast corner of Lot 96 of the Johnsten Subdivision of the City of El Dorado, Arkansas;

THENCE N89° 10'W along South line of West Main Street 405.90 feet to a 1½ inch diameter brass cap set in a 6 inch round concrete monument for a point of beginning of this tract;

THENCE, Continue N89° 10'W along the South line of Main Street 100.00 feet to a 1 ½ inch diameter brass cap set in a 6 inch round concrete monument;

THENCE, S00° 10'E, 209.40 feet to a 1 ½ inch diameter brass cap set in a 6 inch round concrete monument, said point being situated on the North line of West Cedar Street;

THENCE, S89° 2'E along North line of Cedar Street 100.00 feet to a 1 ½ inch diameter brass cap set in a 6inch round concrete monument;

THENCE, N00° 10'W, 209.63 feet to the point of beginning, said tract containing 20,820.94 square feet and being a part of Lot 94 of the Johnsten Subdivision of the City of El Dorado, Arkansas, and being situated in the Northeast quarter of the Southeast quarter of Section 29, Township 17 South, Range 15 West.

#### **4. Other Information:**

- Federal property is exempt from local taxation. However, this property is identified by the tax assessment office as account number 2040-00078-000.
- 22 parking spaces.
- Although Federal property is not subject to local zoning, the area is zoned "C-2" that accommodates establishments offering supplies, accommodations, or services to motorists, and for certain specialized uses such as retail outlets, extensive commercial amusements, and service establishments that may serve the entire community but are not suitable for location in the Central Business District or Office Commercial Zone.
- The Social Security Administration currently occupies the building. SSA is expected to remain in the Property for 24 months. Bidders will be required to agree to the lease terms in this IFB. All personal property on the subject sale property site is owned by the Government and is hereby expressly excluded from this sale.

## SPECIAL TERMS OF SALE

### 1. TYPE OF SALE.

The method of sale used here is an On-line Auction, which can also be described as a written auction. It is much like an oral auction except that instead of voice bids, electronic or written bids are submitted; and, instead of having to travel to attend the bidding, you can submit your bid by computer, fax or mail and increase your bid by either mail, fax or from your computer on the internet from your home or office. Bidding will take place over a couple of weeks or until the property is sold. You can find out when new bids come in and what the high bids are by viewing our web page at [www.auctionrp.com/auctions2](http://www.auctionrp.com/auctions2) under "View the auction".

### 2. BIDDING IN GENERAL.

Bids will be received until a high bid is awarded. All bids are irrevocable for 60 days from the date of receipt by the Government. The bid that represents the best price to the Government will be considered for acceptance. The Government reserves the right to reject any and all bids at any time for any reason.

### 3. REGISTERING BIDDERS, USER ID & PASSWORD.

#### A. Registration is a 3-step process.

- i. Bid Form in this Invitation for Bids (IFB) must be filled out, signed and dated and returned to the sales office identified in the IFB. Faxed Bid Forms are acceptable.
- ii. Online registration on our Internet sale site.
- iii. Bid deposit, as stated on the Bid Form, must be received by authorized payment method.

B. Once the Bid Form, On-line registration, and bid deposit are received, the bidder's User ID and Password from the online registration will be activated and electronic bids may be made. The bidder User ID will be used to identify the bidders on the recorded information and on the auction web page.

### 4. DAILY BIDDING RESULTS.

The present high bid at any time is available (24 hours a day) by viewing the auction at **[www.auctionrp.com/auctions2](http://www.auctionrp.com/auctions2)**.

### 5. INCREASING YOUR BID .

If you learn from the web page that your bid was not the high bid, you can submit a higher bid until such time as bidding is closed. Increases in previously submitted bids are welcome and the bid deposit from your first bid will apply to subsequent increased bids. The fax number (24 hours a day) for increased bids is 817-978-2063. Bidders can increase their bids over the Internet following the online instructions or they can submit bids by Fax. If your bid is not accurately shown on the web page, then you must call us at 817-978-2331. By submitting your bid through our web page, you are agreeing that your Internet bid is a binding offer subject to this IFB.

### 6. 24- HOUR "SOFT CLOSE" BID SURVIVAL ROUTINE.

Once bidding slows down, a date and time will be set for the receipt of final bids announced on the web page. On that date and time, a 24-hour clock starts for the current High Bid. If that bid survives the next 24-hours without challenge, then bidding will close at the stated time and

consideration for award will be given to the High Bidder. If an increased bid is received within 24-hours, then bidding will be held over an additional 24-hours, excluding weekends and Federal holidays, on the same terms.

### 7. FINAL BIDS AND ENDING THE SALE.

Once bidding stops and a high bid has been determined, the high bidder will be considered for award of sale and the sale will be ended. There is no guarantee that the Government will accept the high bid. The Government reserves the right to stop or discontinue the sale for any reason without award and start a new sale at any time. The Government may resolve bidding conflicts by determining who is the high bidder and high bid and re-open bidding until bidding stops as described above.

### 8. CERCLA COVENANT.

#### **NOTICE Regarding Hazardous Substance Activity.**

Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.

A. **CERCLA Covenant.** Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

#### i. This covenant shall not apply:

- (a) in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR
- (b) to the extent but only to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

- (1) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR
- (2) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

ii. In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct or pay for any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall

provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include and provide credible evidence that:

- (a) the associated contamination existed prior to the date of this conveyance; and
- (b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party in possession.

B. **ACCESS.** Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

#### 9. GENERAL EXCEPTIONS, RESTRICTIONS, COVENANTS AND AGREEMENTS

A. This sale is made on the basis that the following described rights, titles and interests shall be reserved unto the United States of America and its assigns from and out of the hereinabove described property and the final instrument of conveyance shall contain the following terms and provisions of exception:

- i. All existing licenses, permits, easements and rights-of-way for streets, roads and highways, public utilities, electric power lines, electric transmission facilities, railroads, pipelines, ditches, conduits and canals on, over and across said land, whether or not of record.
- ii. All existing interest(s) reserved to or outstanding in third parties in and to water rights, ditch rights, as well as oil, gas, and/or minerals, whether or not of record.
- iii. All other existing interests reserved by any Grantor(s) in chain of title unto said Grantor(s), their respective successors and assigns, which affects any portion of the property interest(s) hereinabove described, whether or not of record.
- iv. Any survey discrepancies, conflicts, or shortages in area boundary lines, or any encroachments, or

protrusions, or any overlapping of improvements which may affect the subject property.

- v. Existing zoning ordinances and resolutions, soil conservation district rules and regulations, and water conservancy district rules and regulations, filed of public record and affecting all or any portion of the subject property.

B. This sale is made and the conveyance of the hereinabove described property shall be made under and in consideration of the following covenants which shall be set forth in the final instrument of conveyance in the following manner:

Grantee covenants for himself, his heirs and assigns and every successor in interest to the property herein described or any part thereof that he shall abide by each of the following covenants, each of which will be covenants running with the land. In addition, the United States of America shall be deemed a beneficiary of each of the following covenants without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have a right to enforce each of the following covenants in any court of competent jurisdiction; provided, however, the United States shall have no affirmative duty to any successor in title to this conveyance to enforce any of the following covenants herein agreed:

- i. All restrictive covenants or other burdens or encumbrances of record affecting the subject property.
- ii. Grantee covenants for itself, its successors and assigns and every successor in interest to the property herein described, or any part thereof, that any construction or alteration is prohibited unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration in accordance with 14 CFR Part 77, "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

C. This sale is made and the conveyance of the hereinabove described property shall be made under and in consideration of the following agreements:

- i. NOTICE OF LEAD-BASED PAINT FOR NON-RESIDENTIAL REAL PROPERTY CONSTRUCTED PRIOR TO 1978

Every purchaser of any interest in real property on which a building was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to converting the property to a residential dwelling.

ii. **NOTICE OF THE PRESENCE OF ASBESTOS-WARNING!**

- (a) The Purchaser is warned that the property offered for sale contains asbestos containing materials. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.
- (b) Bidders (Offerors) are invited, urged and cautioned to inspect the property to be sold prior to submitting a bid (offer). More particularly, bidders (offerors) are invited, urged and cautioned to inspect the property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The disposal agency will assist bidders (offerors) in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Bidders (Offerors) shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the property including, without limitation, any asbestos hazards or concerns.
- (c) No warranties either express or implied are given with regard to the condition of the property including, without limitation, whether the property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any bidder (offeror) to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.
- (d) The description of the property set forth in the Invitation for Bids (Offer to Purchase) and any other information provided therein with respect to said property is based on the best information available to the disposal agency and is believed to be correct, but an error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the Purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.
- (e) The Government assumes no liability for damages for personal injury, illness, disability or death, to the Purchaser, or to

the Purchaser's successors, assigns, employees, invitees, or any other person subject to Purchaser's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the property which is the subject of this sale, whether the Purchaser, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

- (f) The Purchaser further agrees that in its use and occupancy of the property it will comply with all Federal, state, and local laws relating to asbestos.

10. **TERMS OF PAYMENT.**

Bids to purchase the property must be on an all cash basis. All deposits shall be payable in United States dollars.

11. **BID DEPOSIT.**

Paragraph 4 of Instructions to Bidders, requires a bid deposit to accompany each bid. The amount of such bid deposit must be at least **\$5,000**. Such bid deposit must be in the form of United States currency, a United States Postal Service money order, cashier's check, or certified check, payable to the order of General Services Administration. Credit card deposits must be made on the Bid Deposit by Credit Card form provided in this IFB. Personal checks money orders (other than U.S. Postal Service), letters of credit, or other financial documents are NOT acceptable bid deposits.

12. **BALANCE OF PURCHASE PRICE.**

Payment of the balance of the purchase price and required special deposit, if any, shall be effected by wire transfer of funds. Such wire transfer shall be initiated by the bidder and effectuated by the bidder having its bank transmit the required monies by transmitting a funds transfer message to the United States Treasury. The format and procedure for transmitting the required wire transfer message to the United States Treasury will be provided to each successful bidder upon acceptance by the Government of such bid.

13. **DESCRIPTION.**

The descriptions of the property set forth in the Invitation for Bids and any other information provided with respect to said property are based on information provided therein with respect to said property are based on information available to the GSA sales office and are believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund, or deduction from the purchase price.

14. **INSPECTION.**

Bidders are invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid. Personal property and related personal property viewed at time of inspection may be removed by the Government at any time prior to conveyance of title. The failure of any bidder to inspect, or to be fully informed as to the condition of all or



any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after opening.

#### 15. METHOD OF AWARD.

Successful High Bidder(s) will be notified by letter that award has been made on the item(s) bid.

## CONTINUED OCCUPANCY LEASE & OPTION

The Government currently has a need to occupy the Property for a period of up to 24 months from the expected date of conveyance. The Property will be leased from the successful Bidder for 12 months with an option of up to 12 additional months under the terms and conditions of the Lease contained in this Invitation for Bids. After the initial lease period has expired, the Government may pursue continued occupancy under mutually agreeable lease terms and conditions.

Bidders must completely fill in box numbers 9., 10a., 10b., 11., 12., 13., 14., 15., in GSA Form 3626, "U.S. Government Lease for Real Property (Short Form)"; Sign GSA Form 3517A, "General Clauses" as requested; fill in all blanks of GSA Form 3518A, "Representations and Certifications (Short Form)"; Sign "Supplemental Lease Requirements for Small Leases" as requested. All of the above are included in this Invitation for Bids, and by this reference made a part thereof.

## GENERAL TERMS OF SALE

### (GOVERNMENT REAL AND RELATED PERSONAL PROPERTY)

#### 1. TERM - "INVITATION FOR BIDS."

The term "Invitation for Bids" as used herein refers to the foregoing Invitation for Bids, and its schedule; the Instructions to Bidders; the general terms of sale set forth herein; and the provisions of the Special Terms of Sale, Bid Form, and Acceptance all as may be modified and supplemented by any addenda that may be issued prior to the time fixed in the Invitation for Bids for the opening of bids or conducting of an auction.

#### 2. DESCRIPTIONS IN INVITATION FOR BIDS.

The descriptions of the property set forth in the Invitation for Bids and any other information provided therein with respect to said property are based on information available to the GSA sales office and are believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other federal agency, shall not constitute ground or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund, or deduction from the purchase price.

#### 3. INSPECTION.

Bidders are invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening or auction. Personal property and related personal property viewed at time of inspection may be removed by the Government at any time prior to conveyance of title.

#### 4. CONDITION OF PROPERTY.

The property is offered for sale and will be sold "As Is" and "Where Is" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered after the bid opening or conclusion of an auction.

#### 5. ZONING.

Verification of the present zoning and determination of permitted uses there under, along with compliance of the property for present or proposed future use, shall be the responsibility of the bidder and the Government makes no representation in regard thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall not be cause for adjustment or rescission of any contract resulting from this Invitation for Bids or Sales Agreement.

#### 6. CONTINUING OFFERS.

Each bid received shall be deemed to be a continuing offer after the date of bid opening or auction for 60 calendar days, unless the bid is accepted or rejected by the Government before the expiration of the 60 calendar days. If the Government desires to accept any bid after the expiration of the 60 calendar days, the consent of the bidder shall be obtained prior to such expiration.

## 7. POSSESSION.

- a. The successful bidder agrees to assume possession of the property within 15 calendar days of a written request given by the Government after acceptance of his/her bid. Should the successful bidder fail to take actual possession within such period, bidder shall, nonetheless be charged with constructive possession commencing at 12:01 a.m., local time at the location of the property, on the 16th calendar day after such request by the Government. The word "possession" shall mean either actual physical possession or constructive possession.
- b. Although by assuming possession under a, above, the bidder incurs certain responsibilities and obligations under other conditions of this contract, such possession does not confer any right in the bidder either to make any alterations or improvements in or to the property or to use it for any purpose of his own without first obtaining the written approval of the Contracting Officer. Any such approval will be conditioned on the bidder paying to the Government for the privileges granted, for the period from the date of the approval to the date of conveyance, an amount equal to the interest for such interval of time on the unpaid balance of the purchase price. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance.

## 8. TAXES.

As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the successful bidder shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the property. Sums due to be paid by the Government In Lieu of Taxes may be prorated.

## 9. RISK OF LOSS.

As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the successful bidder shall assume responsibility for care and handling and all risks of loss or damage to the property and have all obligations and liabilities of ownership.

## 10. INSURANCE.

- a. In the event a bid to purchase on credit terms is accepted, the successful bidder shall procure and maintain insurance at bidder's expense during the term credit is extended effective as of the date of assumption of possession of the property or the date of conveyance, whichever occurs first, for the benefit of the Government in such kinds and amounts as may be required by the Government.
- b. In the event a bid to purchase for cash is accepted and possession of the property is assumed by the successful bidder prior to the date of conveyance, the successful bidder shall procure and maintain insurance at bidder's expense, effective for the period from the

date of assumption of possession to date of conveyance, for the benefit of the Government in such kinds and amounts as may be required by the Government.

- c. Fire, extended coverage, and vandalism and malicious mischief insurance shall be maintained on the real and personal property covered by the bid, and such other property insurance as required to protect the Government's interest, and shall be in such amounts which, after taking into account the coinsurance provision, if any, of the insurance policies, will protect the unpaid indebtedness. All property insurance policies furnished in connection with credit sales shall be written in the name of the bidder, but shall name General Services Administration, as loss payee under a Standard Mortgage Clause (non-contributing) for real property and as a loss payee for personal property.
- d. Insurance required by the Government shall be in companies acceptable to the Government and shall include such terms and provisions as may be required to provide coverage satisfactory to the Government. The original insurance policies or binders of insurance for the required insurance shall be provided as of the date of closing of the sale and all insurance policies or binders shall include a thirty (30) calendar day notice of cancellation to GSA.
- e. Information concerning insurance requirements will be furnished by the Office of Real Estate Sales.

## 11. CONDITIONS APPLICABLE TO CREDIT SALES.

- a. In the event a bid to purchase on credit terms is authorized in the Invitation for Bids, financial data, references, and such other information as may be requested by the Government, after bid opening, shall be promptly furnished by the bidder.
- b. No bid will be considered that proposes either a down payment in an amount less than the minimum requirements as stated in the Invitation for Bids, or a greater period of time for payment than as stated in said Invitation for Bids.
- c. The Government's acceptance of any bid to purchase on credit terms may be rescinded by the Government, in the event of an adverse finding by the Government as to the bidder's financial responsibility, without liability on the part of the Government other than to return the earnest money deposit without interest.
- d. Contemporaneously with the delivery to the successful bidder of documents conveying the property purchased, the bidder shall execute and deliver to the Government:
  - (1) A bond or note, in the form and substance satisfactory to the Government, evidencing bidder's obligation for payment of the balance of the purchase price; and
  - (2) A purchase money mortgage, vendor's lien and mortgage, or deed of trust, in conformity with the practice of the State in which the property is located, the document in any case, however, to

be in form and substance satisfactory to the Government, and in any event to include:

- (a) A restriction against sale, lease (unless the property was offered without leasing restrictions), or other disposition of the mortgaged property or any part thereof without prior written consent of the Government;
- (b) A requirement for provisions of insurance coverage satisfactory to the Government as to types of risks, amounts, and insurers;
- (c) A provision that the principal obligation may be prepaid in full, or in part, at any time, without penalty;
- (d) A provision that partial payments made in advance of the regular schedule of payments shall be applied against the principal obligation in inverse order of maturity; and
- (e) Agreement on the part of the mortgagor to allowance of reasonable attorneys' fees and costs to the Government in the event of foreclosure, and to a deficiency judgment (where not prohibited by State law) after foreclosure sale or exercise of power of sale in the mortgage.
- (f) Interest shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-½% rounded to the nearest one-eighth percent (⅛%) as of the date of bid acceptance. Accrued interest shall be paid with each principal installment.

#### 12. ANTITRUST LAWS.

The contract made by acceptance of a bid by the Government may be transmitted to the Attorney General of the United States for his advice as to whether the sale would tend to create or maintain a situation inconsistent with the antitrust laws. The acceptance of any bid by the Government may be rescinded by the Government, in case unfavorable advice is received from the Attorney General, without liability on the part of the Government other than to return the earnest money deposit without interest.

#### 13. REVOCATION OF BID AND DEFAULT.

In the event of revocation of a bid after the opening of bids or conducting of an auction but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the successful bidder in the performance of the contract of sale created by such acceptance, or in the event of failure by the successful bidder to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government, in which event the bidder shall be relieved from further liability, or without forfeiting the said deposit and

payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

#### 14. GOVERNMENT LIABILITY.

If this Invitation for Bids is accepted by the Seller and: (1) Seller falls for any reason to perform its obligations as set forth herein; or (2) Title does not transfer or vest in the Purchaser for any reason although Purchaser is ready, willing, and able to close, Seller shall promptly refund to Purchaser all amounts of money Purchaser has paid without interest whereupon Seller shall have no further liability to Purchaser.

#### 15. TITLE EVIDENCE.

Any title evidence which may be desired by the successful bidder will be procured by him at his sole cost and expense. The Government will, however, cooperate with the successful bidder or his authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and property involved, as it may have available. It is understood that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the property.

#### 16. TITLE

If a bid for the purchase of the property is accepted, the Government's interest will be conveyed by a quitclaim deed or deed without warranty and/or, where appropriate, a bill of sale in conformity with local law and practice.

#### 17. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE.

The Government shall set a sale closing date, said date to be not later than 30 calendar days after acceptance of the bid. On the closing date, the successful bidder shall tender to the Government, by wire transfer, the balance of the purchase price (if a cash sale), or (if a credit sale) the successful bidder shall pay the balance of the down payment, and shall execute and deliver to the Government the instruments described in 11d, above, and furnish evidence of insurance coverage. Upon such tender being made by the successful bidder, the Government shall deliver to the successful bidder the instrument, or instruments, of conveyance. The Government reserves the right to extend the closing date for a reasonable amount of time for purposes of preparing necessary conveyance documents. In any event, if possession was assumed by the successful bidder prior to the date of conveyance, the successful bidder shall pay, in addition to the purchase money due, an amount determined in accordance with 7, above.

#### 18. DELAYED CLOSING.

The successful bidder shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the successful bidder's action and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States

Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-½% rounded to the nearest one-eighth percent (⅛%) as of the date of bid acceptance. The Government reserves the right to refuse a request for extension of closing.

#### 19. DOCUMENTARY STAMPS AND COST OF RECORDING.

The successful bidder shall pay all taxes and fees imposed on this transaction and is responsible to obtain, at bidder's own expense, and affix to all instruments of conveyance and security documents, such revenue and documentary stamps as may be required by Federal and local law. The successful bidder shall insure that all instruments of conveyance and security documents are placed on public record in the manner prescribed by local recording statutes at the successful bidder's expense. The Government may elect to collect a service fee to perform common, simple recordation of conveyance documents only as instructed by the appropriate local authority. No warranties are expressed or implied that said recordation service will adequately meet all local, State or Federal law required of Grantees to publicly record such documents.

#### 20. CONTRACT.

The Invitation for Bids, and the bid when accepted by the Government, shall constitute an agreement for sale between the successful bidder and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. Nor shall the contract, or any interest therein, be transferred or assigned by the successful bidder without consent of the Government, and any assignment transaction without such consent shall be void.

#### 21. OFFICIALS NOT TO BENEFIT.

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit.

## INSTRUCTIONS TO BIDDERS – Online Auction

### (Government Real and Related Personal Property)

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#### 1. BID FORM.

- a. Bids must be submitted on the Bid Form accompanying this invitation for Bids, and all information and certifications called for thereon must be furnished. Bids submitted in any other manner or which fail to furnish all information or certifications required may be summarily rejected. Faxed bids are acceptable and may be modified or withdrawn by confirmed request prior to the time award.
- b. Bid Forms shall be filled out legibly with all erasures, strikeouts, and corrections initialed by the person signing the bid and the bid must be manually signed.
  - (1) Check appropriate box for Initial or Increased Bid.
  - (2) Fill in Date of Bid line.
  - (3) Fill in Bid amount in the space indicated.
  - (4) Check the appropriate Bidder circle whether bidding as an individual, trustee, partnership or corporation.
  - (5) Fill in the Name, Address, and Phone Number section of the Bid Form.
  - (6) Sign and Date the Bid Form.
- c. Negligence on the part of the bidder in preparing and submitting the bid confers no right for withdrawal or modification of the bid after it has been opened.
- d. In submitting an initial bid, return the Bid Form (in duplicate) and bid deposit. Retain all other documents, including one copy of the Bid Form, for your record.

#### 2. BID ENVELOPES.

Envelopes containing bids must be sealed and addressed to the bid receiving office stated in this Invitation for Bids. The name

and address of the bidder must be shown in the upper left corner of the bid envelope, and the invitation number, the date and hour of bid opening and the phrase "Bid for Real Property" must be shown in the lower left corner of the envelope. No responsibility will attach to any officer of the Government for the failure to open a bid not properly addressed and identified.

#### 3. BID EXECUTED ON BEHALF OF BIDDER.

A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of his Power of Attorney or other evidence of his authority to act on behalf of the bidder.

- a. Corporation. If the bidder is a corporation, the Certificate of Corporate Bidder must be executed.  
  
The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
- b. Partnership. If the bidder is a partnership, and all partners sign the bid, with a notation that they are all the partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

#### 4. BID DEPOSIT TERMS.

A bid deposit of must accompany each bid not less than the amount required by this Invitation for Bids, in the form of a certified check, cashier's check, or postal money order payable to the order of:

"General Services Administration or (Name of Bidder)".

This will enable bidders whose bids are rejected to negotiate the instrument once it is returned. Failure to so provide such bid deposit shall require rejection of the bid. Upon acceptance of a bid, the appropriate bid deposit of the successful bidder shall be applied toward payment of the successful bidder's obligation to the Government. Appropriate bid deposits accompanying bids that are rejected will be returned to bidders, without interest, within 5 working days after rejection of the bids.

Credit cards may be used for Bid Deposits and will be accepted only with the Bid Deposit by Credit Card form provided in the Invitation for Bids. **CREDIT CARD DEPOSITS SUBMITTED WITHOUT THE "BID DEPOSIT BY CREDIT CARD" FORM WILL NOT BE REGISTERED UNTIL THE SALE OFFICE RECEIVES THE FORM.** Credit card deposits on rejected bids will be credited within 5 working days after rejection of the bid. Faxes of all required forms are acceptable.

#### 5. ADDITIONAL INFORMATION.

The General Services Administration issuing office, at the address given in this Invitation for Bids, will, upon request provide additional copies of this Invitation for Bids, Bid and

Acceptance, and answer requests for additional available information concerning the property offered to facilitate preparation of bids. Each bid submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this Invitation for Bids and any amendments made thereto prior to award of sale.

#### 6. WAIVER OF INFORMALITIES OR IRREGULARITIES.

The Government may, at its election, waive any minor informality or irregularity in bids received.

#### 7. ACCEPTABLE BID.

A bid received from a responsible bidder whose bid, conforming to this Invitation for Bids, will be most advantageous to the Government, price and other factors considered, is an acceptable, bid. In the event two or more acceptable bids are received that are equal in all respects, the selection will be made by a drawing by lot limited to such equal bids.

#### 8. NOTICE OF ACCEPTANCE OR REJECTION.

Notice by the Government of acceptance or rejection of a bid shall be deemed to have been sufficiently given when announced on the Sales Office's web site, faxed, e-mailed, or regularly mailed to the bidder or his duly authorized representative at the address indicated in the Bid Form. The Government's processing of a bid deposit shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof for any reason.



## QUITCLAIM DEED

STATE OF }

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF }

THAT the UNITED STATES OF AMERICA acting by and through the Administrator of General Services (hereinafter sometimes called "Grantor"), under and pursuant to authority of the Federal Property and Administrative Services Act, of 1949 (63 Stat. 377, 40 U.S.C. 471, et seq.) as amended, and rules, orders, and regulations issued pursuant thereto, for and in consideration of the sum of (SALES PRICE) Dollars (\$) duly paid by (GRANTEE'S NAME), (GRANTEE'S ADDRESS), the receipt of which is hereby acknowledged, hereby QUITCLAIMS unto the said (GRANTEE'S NAME) (hereinafter sometimes called "Grantee"), his heirs and assigns, subject to the reservations, exceptions, covenants and conditions hereinafter set forth, all of its right, title, and interest in the following described property situated in the County of (COUNTY), State of (STATE)

to wit:

(Property description, as contained in SCHEDULE, to be inserted.)

(Provisions and clauses of reservation, as set forth in SCHEDULE, to be inserted.)

This deed and conveyance is expressly made subject to the following matters to the extent and only to the extent the same are valid and subsisting and affect the property

(Provisions as to exceptions to which conveyance is made, as set forth in the SCHEDULE, to be inserted)

Grantee covenants for himself, his heirs and assigns and every successor in interest to the property herein described or any part thereof that he shall abide by each of the following covenants, each of which will be covenants running with the land. In addition, the United States of America shall be deemed a beneficiary of each of the following covenants without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have a right to enforce each of the following covenants in any court of competent jurisdiction; provided, however, the United States shall have no affirmative duty to any successor in title to this conveyance to enforce any of the following covenants herein agreed:

(Provisions of covenants as set forth in the SCHEDULE, to be inserted)

The interest quitclaimed hereby has been reported to the Administrator of General Services and has been determined to be surplus for disposal pursuant to said Federal Property and Administrative service Act of 1949, as amended, and applicable rules, orders and regulations.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed this \_\_\_\_\_ day of, \_\_\_\_\_ 20\_\_\_\_.

UNITED STATES OF AMERICA  
Acting by and through the  
Administrator of General Services

WITNESSES:

By: GEORGE R. PROCHASKA  
Real Property Disposal Division  
Public Buildings Service, Region 7  
General Services Administration

(Appropriate Acknowledgment to be added)

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**BID FORM** (Page 1 of 2)FOR PURCHASE OF GOVERNMENT REAL PROPERTY  
(TO BE EXECUTED AND SUBMITTED IN DUPLICATE-Photocopies are acceptable)**Social Security Administration Building, 337 West Main Street  
El Dorado, Arkansas 71730****Sale # GSA-R-1501**

The undersigned bidder(s) hereby offers and agrees, if his/her auction bid is accepted within sixty (**60**) calendar days after the date of final bid made, to purchase the property described in the Schedule portion of this Invitation for the final bid price made at auction evidenced by documentation provided by the Government and to pay the cost of deed recordation fees in the amount of \$120 over and above the final purchase price. This offer is subject to the provisions of the Invitation for Bids including the Schedule, the Special Terms of Sale, Continued Occupancy Lease & Option, Instructions to Bidders; General Terms of Sale; the Bid Form and Acceptance all of which are incorporated herein as part of this bid.

Initial Bid Amount: \$\_\_\_\_\_

Enclosed pursuant to paragraph 4 of Instructions to Bidders is a Bid Deposit in amount of:

Bid Deposit: \$5,000.  
Recordation Fee: \$120.

Total Deposit and Fee: \$5,120.**Initial Bid**☐**Increase Bid**☐

Check One

Bidder Represents that (s)he operates as:  
(check the appropriate box)☐ an individual☐ an individual doing business as:☐ a partnership consisting of:☐ a trustee acting for:☐ a corporation, incorporated in the state of:

(If bidding as a corporation, the Certificate of Corporate Bidder, on back, must be executed and submitted in accordance with the Instructions to Bidders, Paragraph 3a., of this Invitation for Bids.)

Name and address of bidder (type or print)

Name: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Signature and Date

Signer's name and title (type or print)

**BID FORM (Page 2 of 2)****CERTIFICATE OF CORPORATE BIDDER**

To be completed by corporate official other than the person signing bid above

I, \_\_\_\_\_, certify that I am \_\_\_\_\_  
(Secretary or other official title)

of the Corporation named as bidder herein; that \_\_\_\_\_

who signed this bid on behalf of the bidder, was then \_\_\_\_\_  
(Bidder's official title i.e. President)

of the said Corporation; that said bid was duly signed for and on behalf of said  
corporation by authority of its governing body and is within the scope of its corporate  
powers.

(SEAL)

\_\_\_\_\_  
Signature of Certifying Corporate Officer

\_\_\_\_\_  
DATE

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**ACCEPTANCE BY THE GOVERNMENT**

The foregoing bidder has successfully submitted the highest bid at auction for purchase of Government owned property known as the Social Security Administration Building, 337 West Main Street, El Dorado, Arkansas 71730 GSA Control No. 7-G-AR-0561. Said high bid of \$\_\_\_\_\_ is hereby accepted by and on behalf of the United States of America acting by and through the:

**Administrator of the U. S. General Services Administration**

on this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_.

Signature of Contracting Officer: \_\_\_\_\_

Printed Name: \_\_\_\_\_, Contracting Officer

# Bid Deposit by Credit Card

**To: General Services Administration  
Real Property Disposal Division (7PR)  
Attn: John A. Robinson, Realty Officer  
819 Taylor Street, Suite 11A09  
Fort Worth, TX 76102**

**Fax Number: 817-978-2063**

**This form may be submitted by Fax. Deposit and Fee Amount: \$5120.00**

By completing this form and signing the space provided below, applicant agrees to abide by the terms and conditions set forth in the Invitation for Bids No. GSA-R-1501. The applicant must be the authorized cardholder. The applicant agrees that his or her credit card account will be debited the full amount of the bid deposit, as specified in the Instructions to Bidders for Online Auction, paragraph 4, Bid Deposit Terms. In the event that applicant becomes the successful bidder, the bid deposit will be applied towards the purchase price for the property. In the event the applicant is not the successful bidder, the bid deposit will be credited to the credit account listed below.

**Applicant's Last Name (please print):** \_\_\_\_\_

**First Name:** \_\_\_\_\_ **M.I.:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Visa** \_\_\_\_\_ **Master Card** \_\_\_\_\_ **Discover** \_\_\_\_\_ **Amex** \_\_\_\_\_

**Card Number:** \_\_\_\_\_ **Expiration Date** \_\_\_\_\_

**Driver's License #:** State \_\_\_\_\_ /DL# \_\_\_\_\_

**Name as it appears on card:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**Telephone Number:** (\_\_\_\_) \_\_\_\_\_ **Fax Number:** (\_\_\_\_) \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



**U.S. GOVERNMENT LEASE FOR REAL PROPERTY  
(Short Form)**

1. LEASE NUMBER

**PART I - SOLICITATION/DESCRIPTION OF REQUIREMENTS (To be completed by Government)****A. REQUIREMENTS**

The Government of the United States of America is seeking to lease approximately 6,868 rentable square feet of office space located in El Dorado, AR for occupancy not later than \_\_\_\_\_ (date) for an initial term of 12 Months with an option to extend the term for an additional 12 Months under the same terms, conditions, and agreements made herein. Rentable space must yield a minimum of 5,951 square feet of ANSI/BOMA Office Area (previously Usable) for use by Tenant for personnel, furnishing, and equipment.

**B. STANDARD CONDITIONS AND REQUIREMENTS**

The following standard conditions and requirements shall apply to any premises offered for lease to the UNITED STATES OF AMERICA (hereinafter called the GOVERNMENT):

Space offered must be in a quality building of sound and substantial construction, either a new, modern building or one that has undergone restoration or rehabilitation for the intended use.

The Lessor shall provide a valid Occupancy Permit for the intended use of the Government and shall maintain and operate the building in conformance with all applicable current (as of the date of this solicitation) codes and ordinances. Below-grade space to be occupied by the Government and all areas in a building referred to as "hazardous areas" in National Fire Protection Association Standard 101, or any successor standard thereto, must be protected by an automatic sprinkler system or an equivalent level of safety. A minimum of two separate stairways shall be provided for each floor of Government occupancy. Scissor stairs will be counted as one stairway. If offered space is three or more stories above grade, additional egress and fire alarm requirements may apply.

The Building and the leased space shall be accessible to workers with disabilities in accordance with the Americans With Disabilities Act Accessibility Guidelines (36 CFR Part 1191, App. A) and the Uniform Federal Accessibility Standards (Federal Register vol. 49, No. 153, August 7, 1984, reissued as FED. STD. 795, dated April 1, 1988, and amended by Federal Property Management Regulations CFR 41, Subpart 101-19.6, Appendix A, 54 FR 12628, March 28, 1989). Where standards conflict, the more stringent shall apply.

The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials according to applicable Federal, State, and local environmental regulations.

Services, utilities, and maintenance will be provided daily, extending from 6:30 a.m. to 5:30 p.m. except Saturday, Sunday, and Federal holidays. The Government shall have access to the leased space at all times, including the use of electrical services, toilets, lights, elevators, and Government office machines without additional payment.

**2. SERVICES AND UTILITIES (To be provided by Lessor as part of rent)**

<input checked="" type="checkbox"/> HEAT	<input checked="" type="checkbox"/> TRASH REMOVAL	N/A ELEVATOR SERVICE	<input checked="" type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS	<input type="checkbox"/> OTHER (Specify below)
<input checked="" type="checkbox"/> ELECTRICITY	<input checked="" type="checkbox"/> CHILLED DRINKING WATER	<input checked="" type="checkbox"/> WINDOW WASHING Frequency 6 months _____	<input checked="" type="checkbox"/> PAINTING FREQUENCY Space 5 years _____ Public Areas 3 years _____	
<input checked="" type="checkbox"/> POWER (Special Equip.)	<input checked="" type="checkbox"/> AIR CONDITIONING	<input checked="" type="checkbox"/> CARPET CLEANING Frequency annually _____		
<input checked="" type="checkbox"/> WATER (Hot & Cold)	<input checked="" type="checkbox"/> TOILET SUPPLIES			
<input checked="" type="checkbox"/> SNOW REMOVAL	<input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP.			

**OTHER REQUIREMENTS**

Janitorial cleaning/maintenance must be performed each workday between the hours of 6:30 a.m. and 5:30 p.m. Wherever possible, vacuuming shall be done either before or after the office is open to the public. The actual daily schedule shall be determined with the SSA manager.

The reception room and multipurpose room floors shall be damp mopped daily, and the multipurpose room VCT tile floor must be stripped and refinished every three months.

The Government reserves the right, and shall have access, to install interior/exterior security cameras. Lessor waives restoration rights as they apply to the cameras, and the cameras shall remain the property of the Government.

**NOTE: All leases are subject to the terms and conditions outlined above, and elsewhere in this document, including the Government's General Clauses and Representations and Certifications.**

## 4. BASIS OF AWARD

**PART II - LEASE AGREEMENT****A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT**

5. NAME AND ADDRESS OF BUILDING <i>(Include ZIP Code)</i>  <b>337 W. MAIN STREET</b> <b>EL DORADO, ARKANSAS 71730</b>	6. LOCATION(S) IN BUILDING	
	a. FLOOR(S) <b>1</b>	b. ROOM NUMBER(S) <b>NOT APPLICABLE</b>
	c. RENTABLE SQ. FT. <b>6,868</b>	d. TYPE .. <u>GENERAL OFFICE</u> .. OTHER <i>(Specify)</i> .. WAREHOUSE

**B. TERM**

To have and to hold, for the term commencing on \_\_\_\_\_ and continuing through \_\_\_\_\_ inclusive. The Government may terminate this lease at any time by giving at least 90 days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

**C. RENTAL**

Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated.

7. AMOUNT OF ANNUAL RENT <b>\$105,000.00</b>	9. MAKE CHECKS PAYABLE TO <i>(Name and address)</i>
8. RATE PER MONTH <b>\$8,750.00</b>	

10a. NAME AND ADDRESS OF OWNER *(Include ZIP code. If requested by the Government and the owner is a partnership or joint venture, list all General Partners, using a separate sheet, if necessary.)*

10b. TELEPHONE NUMBER OF OWNER	11. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING .. OWNER .. AUTHORIZED AGENT .. OTHER <i>(Specify)</i>	
12. NAME OF OWNER OR AUTHORIZED AGENT		13. TITLE OF PERSON SIGNING
14. SIGNATURE OF OWNER OR AUTHORIZED AGENT	15. DATE	

**PART III - AWARD (To be completed by Government)**

This award consummates the lease which consists of the following documents: (a) this GSA Form 3626, (b) Representations and Certifications, (c) the Government's General Clauses, and (d) the following changes or additions made or agreed to by you:

NONE.

**THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.**

17a. NAME OF CONTRACTING OFFICER (Type or Print)	17b. SIGNATURE OF CONTRACTING OFFICER	17c. DATE
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GENERAL SERVICES ADMINISTRATION

Adapted from GSA Form 3626 (Rev. 9-01)  
Prescribed by APD 2800.12A

**GENERAL CLAUSES  
(Simplified Leases)**

(Acquisition of Leasehold Interests in Real Property for Leases Up to \$100,000 Net Annual Rent)

1. The Government reserves the right, at any time after the lease is signed and during the term of the lease, to inspect the leased premises and all other areas of the building to which access is necessary to ensure a safe and healthy work environment for the Government tenants and the Lessor's performance under this lease.
2. If the building is partially or totally destroyed or damaged by fire or other casualty so that the leased space is untenable as determined by the Government, the Government may terminate the lease upon 15 calendar days written notice to the Lessor and no further rental will be due.
3. The Lessor shall maintain the demised premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenable condition. Upon request of the Contracting Officer, the Lessor shall provide written documentation that building systems have been maintained, tested, and are operational.
4. In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this lease, the Government may perform the service, provide the item, or meet the requirement, either directly or through a contract. The Government may deduct any costs incurred for the service or item, including administrative costs, from the rental payments.
5. 52.252-2 – CLAUSES INCORPORATED BY REFERENCE (VARIATION) (SEP 2001)  
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available or the full text may be found on the Internet as GSA Form 3517A (Full Text) at <http://www.gsa.gov/Portal/offering.jsp?OID=113404>
6. The following clauses are incorporated by reference:
 

GSAR 552-203-5	COVENANT AGAINST CONTINGENT FEES (FEB 1990) (Applicable to leases over \$100,000.)
GSAR 552-203-70	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 1999) (Applicable to leases over \$100,000.)

FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995) (Applicable to leases over \$25,000.)
FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2000) (Applicable to leases over \$500,000.)
FAR 52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (OCT 2000) (Applicable to leases over \$500,000.)
GSAR 552.219-72	PREPARATION, SUBMISSION, AND NEGOTIATION OF SUBCONTRACTING PLANS (SEP 1999) (Applicable to leases over \$500,000 if solicitation requires submission of the subcontracting plan with initial offers.)
GSAR 552.219-73	GOALS FOR SUBCONTRACTING PLAN (SEP 1999) (Applicable to leases over \$500,000 if solicitation does not require submission of the subcontracting plan with initial offers.)
FAR 52.222-26	EQUAL OPPORTUNITY (FEB 1999) (Applicable to leases over \$10,000.)
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) (Applicable to leases over \$10,000.)
FAR 52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998) (Applicable to leases over \$10,000.)
FAR 52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998) (Applicable to leases over \$10,000.)
FAR 52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999) (Applicable to leases over \$10,000.)
FAR 52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) (Applicable to leases over \$2,500.)
GSAR 552.232-75	PROMPT PAYMENT (SEP 1999)
GSAR 552.232-76	ELECTRONIC FUNDS TRANSFER PAYMENT (MAR 2000)
FAR 52.233-1	DISPUTES (DEC 1998)
FAR 52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997) (Applicable when cost or pricing data are required for work or services exceeding \$500,000.)
FAR 52.215-12	SUBCONTRACTOR COST OR PRICING DATA (OCT 1997) (Applicable when the clause at FAR 52.215-10 is applicable.)

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.



OFFEROR OR AUTHORIZED REPRESENTATIVE	Name and Address (Including ZIP Code)	Telephone Number
	Signature	Date

  

<b>REPRESENTATIONS AND CERTIFICATIONS</b> (Short Form) (Simplified Acquisition of Leasehold Interests in Real Property)	Solicitation Number  GSA-R-1501	Dated
--	---------------------------------------	-------

*Complete appropriate boxes, sign the form, and attach to offer.*

*The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.*

1. SMALL BUSINESS REPRESENTATION (SEP 2001)

- (a) The offeror represents that it ☐ is, ☐ is not a small business concern. "Small" means a concern, including its affiliates, that is independently owned and operated, is not dominant in the field of operation, and has average annual gross revenues of \$15 million or less for the preceding three fiscal years. The North American Industry Classification System (NAICS) code for this acquisition is 531190.
- (b) The offeror represents that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (c) The offeror represents that it ☐ is, ☐ is not a women-owned small business concern as defined in 48 CFR 52.219-1.
- (d) The offeror represents that it ☐ is, ☐ is not a veteran-owned small business concern as defined in 48 CFR 52.219-1.
- (e) The offeror represents that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern as defined in 38 U.S.C. 101(2), 38 U.S.C. 101(16), and 48 CFR 52.219-1.

2. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

(Applicable to leases which exceed \$10,000.)

The Offeror represents that --

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;
- (b) It ☐ has, ☐ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

3. 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

(Applicable to leases which exceed \$10,000 and which include the clause at FAR 52.222-26, Equal Opportunity.)

The Offeror represents that --

- (a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

- (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

#### 4. 52.203-11 – CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(Applicable to leases which exceed \$100,000.)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989, --
  - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
  - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
  - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

#### 5. 52.204-3 - TAXPAYER IDENTIFICATION (OCT 1998)

- (a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (d) *Taxpayer Identification Number (TIN).*

\* TIN: \_\_\_\_\_.

- \* TIN has been applied for.
- \* TIN is not required because:
- \* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- \* Offeror is an agency or instrumentality of a foreign government;
- \* Offeror is an agency or instrumentality of the Federal government;

(e) *Type of organization.*

- \* Sole proprietorship;
- \* Partnership;
- \* Corporate entity (not tax-exempt);
- \* Corporate entity (tax-exempt);
- \* Government entity (Federal, State, or local);
- \* Foreign government;
- \* International organization per 26 CFR 1.6049-4;
- \* Other \_\_\_\_\_.

(f) *Common Parent.*

- \* Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- \* Name and TIN of common parent:  
Name \_\_\_\_\_  
TIN \_\_\_\_\_

## 6. OFFEROR'S DUNS NUMBER (APR 1996)

Enter number, if known: \_\_\_\_\_

OFFEROR OR AUTHORIZED REPRESENTATIVE	Name and Address (Including ZIP Code)	Telephone Number
	Signature _____	Date _____

SUPPLEMENTAL LEASE REQUIREMENTS  
FOR SMALL LEASES

## 1.0. MISCELLANEOUS TERMS AND CONDITIONS

## 1.1. RENTABLE SPACE (JUN 1994)

Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space generally does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts and vertical ducts.

## 1.2. BOMA USABLE SQUARE FEET (JAN 1997)

- (a) For the purposes of this solicitation, the Government recognizes the BOMA (Building Owners and Managers Association) International standard (ANSI/BOMA Z65.1-1996) definition for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed."

- (b) BOMA Usable Square Feet shall be computed by measuring the area enclosed by the FINISHED SURFACE of the office side of corridors (corridors in place as well as those required by local codes and ordinances to provide an acceptable level of safety and/or to provide access to essential building elements) and other permanent walls, the DOMINANT PORTION (see Z65.1) (permanent walls which are 50% more than the floor-to-ceiling dimension) of building exterior walls, or a MAJOR VERTICAL PENETRATION and the center of partitions that separate the area being measured from adjoining OFFICE AREA. Where alcoves, recessed entrances, or similar deviation from the corridor are present, BOMA Usable Square Feet shall be computed as if the deviation were not present.
- (c) Offerors are required to submit plans and any other information to demonstrate that the rentable space Yields BOMA Usable space within the required BOMA Usable range. The Government will verify the amount of BOMA Usable square footage and convert the rentable prices offered to BOMA Usable prices, which will subsequently be used in the price evaluation. Refer to GSA Form 3626 and Attachment #2 for specific space requirements.

### 1.3. COMMON AREA FACTOR (JAN 1997)

If applicable, Offerors shall provide the Common Area Factor (a conversion factor(s) determined by the building owner and applied by the owner to the BOMA Usable Square Feet to determine the rentable square feet for the offered space).

### 1.4. PARKING REQUIREMENTS

A minimum of 20 on-site, outdoor parking spaces are required immediately outside and adjacent to the proposed building. The parking to square foot ratio available on-site must meet current local code requirements. Off-site, public parking and transportation must be located within 3 city blocks of offered building.

### 1.5. RESTORATION WAIVER

The Lessor hereby waives and forever relinquishes any right to make a claim against the Government for waste, damages or restoration arising from or related to any alteration or removal of any alteration by the Government during the term of this lease or any extensions. Alterations may be completed by either the Government and/or the Lessor including initial build out of the leased space and/or any subsequent modifications required during the lease period. At the Government's sole discretion, property remaining in leased space after termination of the lease contract will become the property of the Lessor.

### 1.6. ELECTRONIC FUNDS TRANSFER PAYMENT (APR 1998)

- (a) Payments under this lease will be made by the Government by electronic funds transfer (EFT). After award, but no later than 30 days before the first payment, the Lessor shall designate a financial institution for receipt of EFT payments, and shall submit this designation to the Contracting Officer or other Government official, as directed.
- (b) The Lessor shall provide the following information:
  - The American Bankers Association 9-digit identifying number for wire transfers of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.
  - (1) Number of account to which funds are to be deposited.
  - (2) Type of depositor account ("C" for checking, "S" for savings).
  - (3) If the Lessor is a new enrollee to the EFT system, a "Payment Information Form," SF 3881, must be completed before payment can be processed.
- (c) In the event the Lessor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment made using EFT procedures, notification of such change and the required information specified above must be received by the appropriate Government official no later than 30 days prior to the date such change is to become effective.

- (d) The documents furnishing the information required in this clause must be dated and contain the signature, title, and telephone number of the Lessor or an authorized representative designated by the Lessor, as well as the Lessor's name and lease number.
- (e) Lessor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

## 2.0. BUILDING SYSTEMS AND FINISHES

### 2.1. HEATING, AIR CONDITIONING AND VENTILATION SYSTEM

- (a) Temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the hours of operation specified in the lease.
- (b) During non-working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the GSA Field Office Manager.
- (c) Simultaneous heating and cooling are not permitted.
- (d) Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.
- (e) *Equipment Performance.* Temperature control for office spaces shall be assured by concealed central heating and air conditioning equipment. The equipment shall maintain space temperature control over a range of internal load fluctuations of plus 0.5 W/sq.ft. to minus 1.5 W/sq.ft. from initial design requirements of the tenant.
- (f) *HVAC Use During Construction.* The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:
  - 1. a complete air filtration system with 60 percent efficiency filters is installed and properly maintained;
  - 2. no permanent diffusers are used;
  - 3. no plenum-type return air system is employed;
  - 4. the HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and
  - 5. following the building "flush-out," all duct systems are vacuumed with portable high-efficiency particulate arresting (HEPA) vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.
  - 6. *Ductwork Re-use and Cleaning.* Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.
  - 7. *Insulation.* All insulation shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.
  - 8. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the lease and shall make a reasonable attempt to schedule major construction outside of office hours.

### 2.2. VENTILATION (SEP 2000)

- (a) During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62, *Ventilation for Acceptable Indoor Air Quality*.

- (b) Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by ANSI/ASHRAE Standard 52.2, *Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size*. Pre-filters shall be 30 percent to 35 percent efficient. Final filters shall be 80 percent to 85 percent efficient for particles at 3 microns.

- (c) Where the Lessor proposes that the Government shall pay utilities, the following shall apply:

1. an automatic air or water economizer cycle shall be provided to all air handling equipment, and
2. the building shall have a fully functional building automation system capable of control, regulation, and monitoring of all environmental conditioning equipment. The building automation system shall be fully supported by a service and maintenance contract.

## 2.3. VENTILATION: TOILET ROOMS (DEC 1993)

Toilet rooms shall be properly exhausted, with a minimum of 10 air changes per hour.

## 2.4. ELECTRICAL

The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinance. When codes conflict, the more stringent standard shall apply. All receptacles and lighting fixtures shall be installed and coordinated with the tenant buildout.

- (a) Duplex wall outlets shall be provided on the basis of 1 per 100 BOMA Usable Square Feet in the office space. If Government varies from this amount, the Lessor and the Government will negotiate the price before proceeding with construction of the Governments leased space.
- (b) Dedicated special electrical receptacles shall be provided as defined in the additional attachments. Duplex outlets corresponding to said receptacles shall be colored differently from the standard duplex and fourplex outlets, and shall be used only for office copiers and special equipment. Cable shall not be exposed on the finished floor surface.
- (c) The Lessor may be required to provide separate data, telephone, and electric junction boxes for the base feed connections to Government-provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. Raceways may be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points as required. Cluster groups at floor or wall locations shall be provided in accordance with the Tenant Improvement design intent drawings. A set consisting of 1 data junction box, 1 telephone junction box, and 1 electrical junction box shall comprise a cluster group. Each electrical junction shall contain an 8-wire feed consisting of three general-purpose 120-volt circuits with 1 neutral and 1 ground wire, and a 120-volt isolated-ground circuit with 1 neutral and 1 isolated-ground wire. A 20-amp. circuit shall have no more than 8 general-purpose receptacles or 4 isolated-ground "computer" receptacles. The isolated-ground "computer" circuits shall be installed in accordance with the September 21, 1983 edition of Federal Information Processing Standards pub. 94.

## 2.5. TELEPHONE: DISTRIBUTION AND EQUIPMENT (JAN 1997)

Telephone wall outlets shall be provided on the basis of 1 per 100 BOMA Usable Square Feet. The Lessor shall ensure that all outlets and associated wiring used to transmit telecommunication (voice) service to the workstation will be safely concealed in floor ducts, walls, or columns. Wall outlets shall be provided with rings and pull strings to facilitate the installation of cable.

## 2.6. TELECOMMUNICATIONS AND ELECTRICAL DISTRIBUTION

- (a) The Lessor shall be responsible for providing and installing all conduit and electrical wiring from the telecommunications and electrical equipment rooms on each floor to all outlets in Government leased space. All electrical, telephone and data outlets within the Government demised area shall be installed by the Lessor in accordance with the design intent drawings. All outlets shall be provided with rings and pull strings to facilitate the installation of the data cable. The Government shall be responsible for purchasing and installing said cable for tele/data communications. The Government reserves the right to install all

telephone switches, vertical and horizontal wiring/cable and equipment for telephone and data. Wiring to or for local area networks may also be provided and installed by the Government's Contractor.

- (b) Provide commercial grade duplex or fourplex wall or floor receptacles. The maximum number of general purpose duplex receptacles on a 20 amp branch circuit is eight (8). Duplex outlets shall be circuited separately from the lighting. All branch-circuit wiring shall consist of copper conductors. Conductors for branch circuits shall be sized to prevent voltage drop exceeding 3 percent at the furthest receptacle. All tenant outlets shall be marked and coded for ease of wire tracing. All floor outlets must be flush with the plane of the finished floor.

## 2.7. LIGHTING

- (a) Exterior lighting required for outdoor parking shall be capable of producing and maintaining a uniform lighting level. Exterior light fixtures must be light sensitive for automatic operation of the fixtures.
- (b) Office areas shall be modern low brightness, parabolic type 2' x 4' or 2' x 2' fluorescent fixtures using no more than 2.0 watts/BOMA Usable square foot shall be provided. Such fixtures shall be capable of producing and maintaining a uniform lighting level of 50 foot-candles at working surface height throughout the space. A lighting level of at least 20 foot-candles at foot level should be maintained in corridors providing ingress and egress to the Government leased space. One to 10 foot-candles or minimum levels sufficient to ensure safety should be maintained in other non-working areas. When the space is not in use by the Government, interior and exterior lighting, except that essential for safety and security purposes, shall be turned off.
- (c) Building entrances and parking areas must be lighted. Ballasts are to be rapid-start, thermally protected, voltage regulating type, UL listed and ETL approved.

## 2.8. CEILINGS (SEP 1991)

- (a) The ceiling grid shall not be included in the cost of the Tenant Improvements.
- (b) Ceilings must be at least 8'-6" and no more than 11 feet measured from floor to the lowest obstruction. Areas with raised flooring must maintain these ceiling height limitations above the finished raised flooring. The ceiling must have a minimum noise reduction coefficient (NRC) of 0.90 and a minimum Sound Transmission Class (STC) of 40 throughout the Government occupied space. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided.
- (c) Ceilings must be a flat plane in each room and suspended with fluorescent recessed fixtures and finished as follows unless an alternate finish is approved by the Contracting Officer:
- (d) Toilet rooms: plaster or pointed and taped gypsum board.
- (e) Offices and Conference Rooms: mineral and acoustical tile or lay in panels with textured or patterned surface and regular edges or equivalent quality to be approved by the Contracting Officer.
- (f) Corridors and Eating/Galley Areas: plaster or pointed and taped gypsum board or mineral acoustical tile.
- (g) Should the ceiling be installed in the Government demised area prior to the tenant improvements, then the Lessor shall be responsible for all costs in regards to the disassembly, storage during alterations and subsequent re-assembly of any of the ceiling components which may be required to complete the tenant improvements. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the alterations.
- (h) In buildings protected throughout by a sprinkler system meeting the Government's approval, ceilings and interior finishes in areas not part of the normal exit may have flame spread and smoke development limits of 200, in lieu of 25 for flame spread and 50 for smoke development (ASTM e-84). In sprinkler protected exits or enclosed corridors leading to exits, ceilings and interior finishes may be composed of materials having a flame spread rating of 75 or less and a smoke development rating of 100 or less in lieu of 25 for flame spread and 50 for smoke development (ASTM e-84).

- (i) Ceiling acoustical tiles shall be cleaned. If cleaning is impossible or if the tiles are damaged, they shall be replaced with new tiles (matching existing.) Paint ceiling grid. Painting of acoustical tile is not acceptable.

## 2.9. PAINTING

Prior to occupancy all surfaces designated by GSA for painting must be newly painted in colors acceptable to GSA. All painted surfaces, including any partitioning installed by the Government or the Lessor after Government occupancy, must be repainted after working hours at Lessor expense at least every 5 years. This includes moving and return of furniture. Public areas must be painted at least every 3 years.

## 2.10. DOORS: EXTERIOR (DEC 1992)

Exterior doors must be heavy duty, full flush, solid core wood. Wood doors shall be at least 1 3/4 inches thick. Exterior doors shall be weather-tight and open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked. All door entrances from public corridors, exterior doors and other doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks shall be master keyed. The Government shall be furnished with at least two master keys for each lock.

## 2.11. DOORS: INTERIOR (SEP 1991)

Doors must have a minimum clear opening of 32 inches by 80 inches. Hollow core wood doors are not acceptable. They must be flush, solid-core natural wood, veneer faced or equivalent finish as approved by the Contracting Officer. They will be provided at a ratio of 1 door per 300 usable square feet of Government demised space.

## 2.12. DOORS: HARDWARE

Doors shall have lever door handles or door pulls with heavy weight hinges. All doors shall have corresponding door stops (wall or floor mounted). All public use doors and toilet room doors shall be equipped with kick plates. All door entrances from public corridors and exterior doors shall have automatic door closers. All locks shall be master keyed. The Government shall be furnished with at least two master keys for each lock.

## 2.13. FLOOR COVERING AND PERIMETERS (DEC 1991)

ALL FLOORS OF THE OFFICE SPACE SHALL BE COVERED WITH THE EXISTING BUILDING STANDARD CARPET, IF ACCEPTABLE BY THE CONTRACTING OFFICER OR THE CONTRACTING OFFICER'S DESIGNEE.

### OFFICE AREAS:

Prior to occupancy, carpet must cover all office areas partitioned or unpartitioned, including interior hallways and conference rooms. The use of existing carpet may be approved by the Contracting Officer; however, existing carpet must be shampooed before occupancy and must meet the static buildup requirement for new carpet.

### TOILET AND SERVICE AREAS:

Terrazzo, unglazed ceramic tile, and/or quarry tile shall be used in all toilet and service areas unless another covering is approved by the Contracting Officer.

### CARPET - SAMPLES:

When carpet must be newly installed or changed, the Offeror shall provide the Government with a minimum of 5 different color samples. The sample and color must be approved by GSA prior to installation. No substitutes may be made by the Offeror after sample selection.

### CARPET - INSTALLATION:



Carpet must be installed in accordance with manufacturing instructions to lay smoothly and evenly.

CARPET - REPLACEMENT:

Carpet shall be replaced during Government occupancy at any time during the lease when:

- (a) Backing or underlayment is exposed.
- (b) There are noticeable variations in surface color or texture.
- (c) After 5 years of occupancy.

Replacement includes moving and return of furniture.

2.14. CARPET TILE (SEP 1991)

Any carpet to be newly installed must meet the following specifications:

- (a) Pile Yarn Content: staple filament or continuous filament branded by a fiber producer (Allied, Dupont, Monsanto, BASF), soil-hiding nylon.
- (b) Carpet pile construction: tufted level loop, level cut pile, or level cut/uncut pile.
- (c) Pile weight: 26 ounces per square yard is the minimum for level loop and cut pile. 32 ounces per square yard is the minimum for plush and twist.
- (d) Secondary back: PVC, EVA (ethylene vinyl acetate), polyurethane, polyethylene, bitumen or olefinic hardback reinforced with fiberglass.
- (e) Total weight: minimum of 130 ounces per square yard.
- (f) Density: 100 percent nylon (loop and cut pile) -- minimum of 4000; other fibers, including blends and combinations -- minimum of 4500.
- (g) Pile height: minimum of 1/8 inch.
- (h) Static buildup: maximum of 3.5 KV, when tested in accordance with AATCC-134.
- (i) Carpet construction: minimum of 64 tufts per square inch.

2.15. WINDOWS (SEP 1991)

- (a) Office space must have windows in each exterior bay unless waived by the Contracting Officer.
- (b) All windows shall be weathertight. Opening windows must be equipped with locks. Off-street, ground level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened shall be fitted with a sturdy locking device.

2.16. WINDOW COVERINGS (SEP 1991)

WINDOW BLINDS:

- (a) All exterior windows in the office spaces shall be equipped with window blinds. The blinds may be aluminum or plastic vertical blinds or horizontal blinds with aluminum slats of 1 inch width or less. The use of any other material must be approved by the Contracting Officer. The window blinds must have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Contracting Officer if the building standard window blinds are unacceptable or unavailable.

- (b) The building standard window blinds and if possible, the existing, currently installed window blinds are to be used. All window coverings shall be cleaned prior to occupancy by the Government.

## 2.17. WALL COVERINGS

### PHYSICAL REQUIREMENTS:

Prior to occupancy, partitioned offices and open office areas shall be covered with vinyl or polyolefin commercial wall covering or paint as determined on the design intent drawings.

### REPLACEMENT:

During the term of the lease, at the request of the Government, the Lessor shall replace or repair all surfaces designated by the Government. The entire cost to repair, including wall patching and furniture moving, shall be amortized in the remaining term of the lease. The cost of capital shall be negotiated at the time of the request. The Government may elect to pay a lump sum for the improvements.

### SAMPLES:

The lessor is to provide at least 5 samples of each type of wall covering to be installed for selection by the Contracting Officer, if requested.

### PAINTING:

- (a) Prior to occupancy all surfaces designated by GSA for painting must be newly painted in colors acceptable to GSA. All wall patching shall be accomplished prior to painting. Surfaces to be painted shall be clean and free from loose particles before applying paint. All wall surfaces to be painted shall receive primer plus two coats of latex semi-gloss enamel paint. All metal surfaces and wood trim shall be painted with oil base semi-gloss enamel.
- (b) During the term of the lease, at the request of the Government, the Lessor shall repaint all surfaces designated by the Government. The entire cost to repaint, including wall patching and furniture moving, shall be amortized in the remaining term of the lease. The cost of capital shall be negotiated at the time of the request. The Government may elect to pay a lump sum for the improvements.

## 3.0. SERVICES, UTILITIES, MAINTENANCE

### 3.1. SERVICES, UTILITIES, MAINTENANCE: GENERAL

Services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration. The Lessor must have a building superintendent or a locally designated representative available to promptly correct deficiencies. The Lessor shall ensure that utilities necessary for operation are provided and all associated costs are included as a part of the established rental rate.

### 3.2. MECHANICAL, ELECTRICAL, PLUMBING: GENERAL

The Lessor shall provide and operate all building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office space.

### 3.3. TOILET ROOMS (JAN 1997)

- (a) Separate toilet facilities for men and women shall be provided on each floor occupied by the Government in the building. The facilities must be located so that employees will not be required to travel more than 200 feet on one floor to reach the toilets. If public restrooms are provided, this square footage will not be included in the BOMA Usable square foot requirement. Each toilet room shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set at 105°F, if practical) and cold water. Water closets and urinals shall not be visible when the exterior door is open.

(b) Each main toilet room shall contain the following equipment:

- (1) A mirror above the lavatory.
- (2) A toilet paper dispenser in each water closet stall, that will hold at least two rolls and allow easy, unrestricted dispensing.
- (3) A coat hook on inside face of door to each water closet stall and on several wall locations by lavatories.
- (4) At least one modern paper towel dispenser, soap dispenser and waste receptacle for every two lavatories.
- (5) A coin operated sanitary napkin dispenser in women's toilet rooms with waste receptacle for each water closet stall.
- (6) Ceramic tile or comparable wainscot from the floor to a minimum height of 4 feet 6 inches.
- (7) A counter area of at least 2 feet in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground fault interrupt type convenience outlet located adjacent to the counter area.

#### 3.4. NORMAL HOURS

Services, utilities, and maintenance shall be provided Monday through Friday, 6:30 a.m. – 5:30 p.m. The Government shall have access to the space 24 hours a day, 7 days a week.

#### 3.5. JANITORIAL SERVICES (JAN 1997)

The Lessor shall provide janitorial services for the leased space, public areas, entrances, and all other common areas and provide replacement of supplies throughout.

All janitorial services shall be performed during the Governments standard occupied hours between 6:30 a.m. - 5:30 p.m., Monday through Friday.

The Lessor shall maintain the leased premises, including outside areas in a clean condition and shall provide supplies and equipment. The following schedule describes the level of services intended. Performance will be based on the Contracting Officer's evaluation of results, not the frequency or method of performance.

##### DAILY:

Empty trash receptacles and clean ashtrays. Sweep entrances, lobbies and corridors. Spot sweep floors and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub toilet rooms. Clean all toilet fixtures and replenish toilet supplies. Dispose of all trash and garbage generated in or about the building. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances and lobbies, remove carpet stains. Police sidewalks, parking areas and driveways. Sweep loading dock areas and platforms.

##### THREE TIMES A WEEK:

Sweep or vacuum stairs.

##### WEEKLY:

Damp mop and spray buff all resilient floors in toilets. Sweep sidewalks, parking areas and driveways (weather permitting).

##### MONTHLY:

Thoroughly dust office furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot clean all wall surfaces within 70 inches of the floor.

##### EVERY TWO MONTHS:

Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills and frames. Shampoo entrance carpets.

THREE TIMES A YEAR:

Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Wet mop or scrub garages.

TWICE A YEAR:

Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas.

ANNUALLY:

Wash all venetian blinds and dust 6 months from washing. Vacuum or dust all surfaces in the building of 70 inches from the floor, including light fixtures. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways and flat roofs.

EVERY TWO YEARS:

Shampoo carpets in all offices and other non-public areas.

AS REQUIRED:

Properly maintain plants and lawns, remove snow and ice from entrances, exterior walks and parking lots of the building. Provide initial supply, installation and replacement of light bulbs, tubes, ballasts and starters. Control pests as appropriate, using Integrated Pest Management techniques.

3.6. LANDSCAPING (SEP 2000)

- A. Where conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions.
- B. Landscape management practices shall prevent pollution by:
  - 1. employing practices which avoid or minimize the need for fertilizers and pesticides;
  - 2. prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and
  - 3. composting/recycling all yard waste.
- C. The Lessor shall use landscaping products with recycled content as required by Environmental Protection Agency's (EPA's) Comprehensive Procurement Guidelines (CPG) for landscaping products. Refer to EPA's CPG web site, [www.epa.gov/cpg](http://www.epa.gov/cpg).
- D. The Contracting Officer shall approve the landscaping to be provided.

3.7. MAINTENANCE AND TESTING OF SYSTEMS (OCT 1996)

- (a) The Lessor is responsible for the total maintenance and repair of the leased premises. Such maintenance, such as snow removal, and repairs include site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessors maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems must be done in accordance with applicable codes, and inspection certificates must be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Field Office Manager or a designated representative.
- (b) Without any additional charge, the Government reserves the right to require documentation of proper operations or testing prior to occupancy of such systems as fire alarm, sprinkler, emergency generator, etc. to ensure proper operation. These tests shall be witnessed by a representative of the Contracting Officer.

**3.8. SECURITY AND ALARM**

No unauthorized personnel will be permitted in the Government's space at any time. Government space must be self-contained within the building and secured from other space within the building.

**3.9. RADON IN AIR (OCT 1996)**

If space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased space for 2-3 days using charcoal canisters or Electret Ion Chambers to ensure radon in air levels are below the Environmental Protection Agency's action concentration of 4 picoCuries/liter. After the initial testing, a follow-up test for a minimum of 90 days using Alpha Track Detectors or Electret Ion Chambers must be completed.

OFFEROR OR AUTHORIZED REPRESENTATIVE	Name and Address (Including ZIP Code)  Signature	Telephone Number  Date
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U.S. General Services Administration  
Public Buildings Service  
Real Property Disposal Division (7PR)  
819 Taylor Street, Room 11A09  
Fort Worth, TX 76102-6103

*Official Use Only  
Penalty for Private Use \$300*

